

**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT  
ABANDONED UNAVOIDABLY UNDER 37 CFR 1.137(a)**

Docket Number (Optional)

First Named Inventor: Alfred A. MARGARYANArt Unit: 1755Application Number: 10/054,328Examiner: BOLDEN, ELIZABETH AFiled: 20 JAN 2002

Title:

FLUOROPHOSPHATE GLASS AND METHOD OF MAKING THEREOF**RECEIVED**

OCT 27 2008

Attention: Office of Petitions

**Mail Stop Petition**

Commissioner for Patents

P.O. Box 1450

Alexandria, VA 22313-1450

**OFFICE OF PETITIONS**

NOTE: If information or assistance is needed in completing this form, please contact  
Petitions Information at (571) 272-3282.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the Office notice or action plus any extensions of time actually obtained.

**APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION.**

NOTE: A grantable petition requires the following items:

- (1) Petition fee.
- (2) Reply and/or issue fee.
- (3) Terminal disclaimer with disclaimer fee – required for all utility and plant applications filed before June 8, 1995, and for all design applications; and
- (4) Adequate showing of the cause of unavoidable delay.

**1. Petition fee**

☒ Small entity – fee \$ 270.00 (37 CFR 1.17(l)). Applicant claims small entity status.  
See 37 CFR 1.27.

☐ Other than small entity – fee \$ \_\_\_\_\_ (37 CFR 1.17(l)).

**2. Reply and/or fee**

A The reply and/or fee to the above-noted Office action in the form of  
Request for Continued Examination (identify the type of reply):

☒ has been filed previously on 6 JUN 2006

☐ is enclosed herewith.

B The issue fee of \$ \_\_\_\_\_

10/23/2008 HGBREM1 00000018 10054328

☐ has been filed previously on \_\_\_\_\_ 02 FC:2452

270.00 OP

☐ is enclosed herewith.

[Page 1 of 3]

This collection of information is required by 37 CFR 1.137(a). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 8 hours to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Petition, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED  
UNAVOIDABLY UNDER 37 CFR 1.137(a)**

**3. Terminal disclaimer with disclaimer fee**

- ☒ Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.
- ☐ A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ \_\_\_\_\_ for a small entity or \$ \_\_\_\_\_ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

- 4. An adequate showing of the cause of the delay, and that the entire delay in filing the required reply from the due date for the reply until the filing of a grantable petition under 37 CFR 1.137(a) was unavoidable, is enclosed.**

**WARNING:**

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identity theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.

Jack J. Illare III Signature 10-19-2008 Date  
4880 13<sup>th</sup> Place Vero Beach FL 32966 Typed or printed name  
772 538-1288 Registration Number, if applicable  
Address Telephone Number  
Address

- Enclosure ☒ Fee Payment
- ☐ Reply
- ☐ Terminal Disclaimer Form
- ☒ Additional sheets containing statements establishing unavoidable delay
- ☒ Extension of time; power of attorney, statement under 37 CFR 3.73(b); 2 checks

**CERTIFICATE OF MAILING OR TRANSMISSION (37 CFR 1.8(a))**

I hereby certify that this correspondence is being:

- ☒ deposited with the United States Postal Service on the date shown below with sufficient postage as first class mail in an envelope addressed to **Mail Stop Petition**, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

- ☐ transmitted by facsimile on the date shown below to the United States Patent and Trademark Office at (571) 273-8300.

22 Oct 2008  
Date

PETER GANJIAN

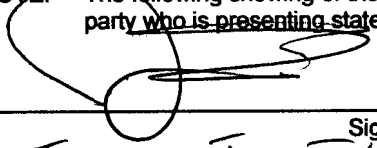
[Signature]  
Signature

PETER GANJIAN (EXPRESS MAIL: EH 161913959 US)

Typed or printed name of person signing certificate

**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT ABANDONED  
UNAVOIDABLY UNDER 37 CFR 1.137(a)**

NOTE: The following showing of the cause of unavoidable delay must be signed by all applicants or by any other party ~~who is presenting statements~~ concerning the cause of delay.

  
\_\_\_\_\_  
Signature  
Jack J. Illare III  
\_\_\_\_\_  
Typed or printed name

10-19-2008  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
Registration Number, if applicable

(In the space provided below, please explain in detail the reasons for the delay in filing a proper reply.)

**PLEASE SEE ATTACHEMENT TITLED:**

**"Additional Sheets Containing Statement Establishing Unavoidable Delay Under 37 CFR 1.137(a)"**

**RECEIVED**  
**OCT 27 2008**  
**OFFICE OF PETITIONS**

(Please attach additional sheets if additional space is needed.)



Application No.: 10/054,328  
Express Mail: EH 161913959 US

Fluorophosphate glass and method for  
making thereof

**THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application No. : 10/054,328  
5 Filing Date : 20 JAN 2002  
First Named Inventor : Alfred A. MARGARYAN  
Petitions Examiner : Carl Friedman  
10 Petition Dismissal Date : 06 JUN 2008

**RECEIVED**  
OCT 27 2008  
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15 **Additional Sheets Containing Statement Establishing Unavoidable Delay**  
**Under 37 CFR §1.137(a)**

20 Mail Stop: PETITIONS  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

TO THE COMMISSIONER FOR PATENTS:

25 In reply to the dismissed petition dated 06 JUN 2008, the Petitioner respectfully  
requests the entry and consideration of the attached documents as a collective statement  
that the entire delay in filing the required reply from the due date for the required reply  
until the filing of a grantable petition pursuant to 37 C.F.R. §1.137(a) was unavoidable.

**POWER OF ATTORNEY:**

30 The assignee, AFO Research, Inc., has filed an appropriate Power of Attorney,  
appointing Registered Patent Agent Peter Ganjian as attorney of record to prosecute the  
patent application 10/054,328 and to transact all business in the United States Patent and  
Trademark Office connected therewith. Attached, please find the executed Power of  
Attorney and the Statement under 37 CFR §3.73 form the Assignee.

35 **Statement Establishing Unavoidable Delay Under 37 CFR §1.137(a):**

On June 6, 2008, in dismissing the renewed petition filed under 37 CFR §1.137(b), the Office of Petitions suggested Petitioner to consider filing a petition under 37 CFR §1.137(a). Petitioner thanks the Office for the suggestion. Accordingly, the following is a statement establishing unavoidable delay under 37 CFR §1.137(a). This statement is for an adequate showing of the cause of the delay, and that the entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR §1.137(a) was unavoidable.

All previously submitted statements, attachments, exhibits, forms, and any and all documents submitted, filed, and made of record under 37 CFR §1.137(b) are expressly incorporated by reference herein, in their entirety.

The following is a listing of chronological order of events that occurred that lead to the unavoidable and, indeed, obviously unintentional abandonment of the case 10/054,328. Further followed is an explanation of some of the events that were not clearly covered in the previously submitted documents.

1. October 2, 2000 – Dr. Margaryan and Extreme Technologies (a California Entity) entered into an EMPLOYMENT AGREEMENT and concurrent EMPLOYEE INVENTION AGREEMENTS, with each agreement effective as of October 2, 2000.

The ADDENDUM to EMPLOYMENT AGREEMENT and EMPLOYEE INVENTION AGREEMENTS, which is a single sheet document was submitted to the USPTO Office of Petitions on June 6, 2006 as “**Exhibit A.**”

2. May 11, 2001 – Dr. Margaryan signed the ADDENDUM to EMPLOYMENT AGREEMENT and EMPLOYEE INVENTION AGREEMENTS. The first paragraph, line 2 of this document states the date, which is “*11<sup>th</sup> day of May, 2001.*”

The ADDENDUM to EMPLOYMENT AGREEMENT and EMPLOYEE INVENTION AGREEMENTS, which is a single sheet document was submitted to the USPTO Office of Petitions on June 6, 2006 as “Exhibit A.”

- 5     3. June 1, 2001 – Mr. Jack J. Illare, III (Mr. Illare) became a passive investor, and invested the full \$1,000,000.00 of his funds into Nano Teknologies, LLC.

10     The Petitioner hereby submits, and expressly incorporates by reference, a copy of the Nano Teknologies, LLC Cash Disbursements Report (hereinafter referred to as “Cash Disbursement Report”) as evidence for investment of \$1,000,000.00 deposit into Nano Teknologies, LLC by Mr. Illare. The Cash Disbursements Report has a date of January 16, 2003. It was provided to Mr. Illare on or sometimes after January 16, 2003 after numerous requests that Dr. Lindsey provide that information. As indicated on page 1 of 4, the Cash Disbursements Report clearly indicates Red Angel (Jack J. Illare) making three deposits on 21  
15     Feb 2001, 29 Mar 2001, and 31 May 2001. On page 3 of 4 of the same Cash Disbursements Report, the actual deposit amounts for Member 2 (Mr. Jack Illare of Red Angel) are indicated as \$500,000.00, \$300,000.00, and \$200,000.00 for a total of \$1,000,000.00.

20     Please see the final signature page of the LIMITED LIABILITY COMPANY OPERATING AGREEMENT OF NANO TEKNOLOGIES LLC (hereinafter referred to as “Signature Page”), associating Mr. Jack Illare’s name and signature with the Red Angel Partners. The Petitioner hereby submits, and expressly  
25     incorporates by reference, a copy of the Signature Page.

In addition, please see email of May 23, 2004 from Dr. Lindsey to Mr. Illare, a copy of which was submitted with the Renewed Petition under 37 CFR §1.137(b) filed on July 23, 2007, and page 12 of the Renewed Petition itself for further

discussions regarding the content of this particular email and its very important relevance to this petition.

4. June 26, 2001 – Patent application 09/892,238 was filed, and later went abandoned.
- 5
5. January 21, 2002 – Patent Application 10/054,328 was filed with the USPTO using the services of Patent Attorney, Mr. Beech. The case 10/054,328 was filed as a Continuation-In-Part of patent application 09/892,238.
- 10 6. January 24, 2002 - Dr. Lindsey contacted Mr. Illare and requested for more funds for Nano Teknologies, LLC.

Dr. Lindsey's request caused Mr. Illare to inquire about the \$1,000,000.00 invested only six or seven months prior. Mr. Illare's inquiry would eventually lead to the discovery that \$400,000.00 of the \$1,000,000.00 was missing.

15

Please see page 3, lines 34+ of the SUPPLEMENTAL STATEMENT ESTABLISHING UNINTENTIONAL DELAY, which was submitted with the original petition under 37 CFR §1.137(b) filed on 6 JUNE 2006 (hereinafter referred to as the "Supplemental Statement").

20

7. April 28, 2002 - Dr. Lindsey fired Dr. Alfred Margaryan.

Please see "Exhibit B," which was submitted to the USPTO with the Supplemental Statement on 6 June 2006. Exhibit B of the Supplemental Statement is the E-mail of 28 Apr 2002 from Dr. Lindsey to Dr. Margaryan and Mr. Ashot Margaryan, informing them that they are fired.

25

8. December 19, 2002 – USPTO mailed the first Non-Final Rejection of case 10/054,328 to Mr. Beech.

5 Mr. Beech forwarded the Non-Final Rejection of case 10/054,328 to Dr. Lindsey and Dr. Margaryan. Dr. Alfred Margaryan was fired on April 28, 2002. Dr. Margaryan never responded to any correspondence sent by Mr. Beech after this date because Dr. Margaryan was no longer an employee and was not authorized to do so. Mr. Beech was never informed of Dr. Margaryan's employment status, and therefore, unknowingly, Mr. Beech continued to forward all patent documents  
10 to Dr. Margaryan's last known address in California.

9. January 16, 2003 – Dr. Lindsey generates a Cash Disbursements Report of Nano Teknologies, LLC with date 16 Jan 2003.

15 The Cash Disbursements Report clearly shows misappropriation of funds of Nano Teknolgoeis, LLC by Dr. Lindsey in funding of Dr. Lindsey's own personal company, Extreme Technology, Inc. using Mr. Illare's \$1,000,000.00 that was investment in Nano Teknologies, LLC. Please see all entries of the Cash Disbursements Report that are referenced as "Extreme."

20

10. February 27, 2003 – U.S. Patent Application 10/054,328 is published.

25 It should be noted that there is nothing on the publication 20030040421 that in any way could have helped Mr. Illare to know that this patent application was actually owned by Nano Teknolgoies, LLC. In fact, Dr. Margaryan executed an assignment of this case at a later date, on June 23, 2003, which assigned the case to Nano Teknologies, LLC. However, even with assignment of the case, no document was ever provided to Mr. Illare. All correspondence went to Dr. Lindsey's address in California and not to the official executive address of Nano



Teknoloies, LLC in Florida, as per the legally binding, contractual requirements of the Employment Agreement between Dr. Lindsey and Mr. Illare.

Please note that even the address of the assignee in the USPTO records is

5        **incorrect**. The USPTO records indicate the following address for Nano  
Technologies, LLC:  
1070 E. **Indian Town** Road  
Jupiter, Florida, 33477.

10       The name of the road is incorrect and the suite number of the company is missing  
from the assignee records of the USPTO.

The **correct** company (not executive) address of Nano Teknologies, LLC is:

15       Nano Teknologies, LLC  
1070 E. **Indiantown** Road  
**Suite 400**  
Jupiter, FL, 33477

20       Accordingly, not even the USPTO was supplied with correct correspondence  
information for Nano Teknologies, LLC.

25       Please see the EMPLOYMENT AGREEMENT that was submitted with the  
Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23,  
2007, including the Renewed Petition itself regarding the important relevance of  
the EMPLOYMENT AGREEMENT to this petition, including official addresses  
of Nano Teknologies, LLC.

11. March 19, 2003 – Applicant (through Mr. Beech) filed a Response after Non-Final  
Rejection for case 10/054,328 with the USPTO.

12. May 30, 2003 – USPTO mailed a Non-Final Rejection of case 10/054,328 to Mr. Beech.

- 5 13. June 23, 2003 - Dr. Lindsey compelled Dr. Margaryan to execute an assignment agreement of Dr. Margaryan's patent rights of the patent application 10/054,328 to Nano Teknologies, LLC.

10 Please see "Exhibit C," which was submitted to the USPTO with the Supplemental Statement on 6 June 2006. Exhibit C of the Supplemental Statement is the actual Assignment for Application for United States Patent.

15 Again, no correspondence was ever forwarded to the official executive address of Nano Teknologies, LLC in Florida to enable Mr. Illare to track the case. In fact, Mr. Illare did not know that Nano Teknologies, LLC was now the owner of this case. Please see all assignment records for the case 10/054,328 filed with USPTO.

20 As indicated above, even the address of the assignee in the USPTO records is incorrect.

14. July 3, 2003 – USPTO recorded the assignment of patent rights for the patent application 10/054,328 to an *incorrect* address of Nano Teknologies, LLC.

25 As indicated above, even the address of the assignee in the USPTO records is incorrect.

15. July 2003 – Mr. Illare pressured Dr. Lindsey for documents related to patent application 10/054,328. This eventually lead to Mr. Illare's take-over of Nano

Teknologies, LLC. However, no documents related to the patent application 10/054,328 were ever provided to Mr. Illare.

5 Up to this proximate date of July 2003, Mr. Illare was a passive investor and Dr. Lindsey was responsible for the management of the company's day-to-day activities and the protection of company's assets, including the company intellectual property.

10 16. July 13, 2003 – Dr. Margaryan signed a petition to Make Application Special (due to Applicant age). Again, all correspondence is between Dr. Maragaryan, Dr. Lindsey, and Mr. Beech, all in California.

17. August 15, 2003 – Mr. Illare became Managing Director of Nano Teknologies, LLC.

15 Please see the EMPLOYMENT AGREEMENT that was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007, including the Renewed Petition itself regarding the important relevance of the EMPLOYMENT AGREEMENT to this petition.

20 With respect to Dr. Lindsey and his work, Mr. Illare considered Dr. Lindsey's day-to-day activities with respect to patent matters as a "messenger," a "go-between," or a "liaison" between the patent attorney and Mr. Illare. Dr. Lindsey was made the liaison to provide information to Mr. Illare regarding patent procedures because Dr. Lindsey was very knowledgeable about patents and patent  
25 proceedings. Dr. Lindsey proved his expertise to Mr. Illare by successfully helping Nano Teknologies, LLC obtain the U.S. Patent 6,495,481, only a few months earlier in December 17, 2002. However, Mr. Illare and not Dr. Lindsey always made the final decision as to any patent matter as evident under the terms

of the EMPLOYMENT AGREEMENT, which was signed by Dr. Lindsey himself.

18. August 29, 2003 – Applicant filed a Response after Non-Final Rejection for case  
5 10/054,328 with the USPTO using the services of patent attorney Mr. Beech.
19. August 29, 2003 – USPTO entered the Petition to make patent application 10/054,328  
Special (expedited prosecution for the reason of Applicant's age).
- 10 20. September 14, 2003 – Under the direction of Mr. Illare, Dr. Lindsey forwards Mr.  
Illare email about resignation of two employees that Mr. Illare had asked to leave  
because of Mr. Illare's takeover of Nano Teknologies, LLC.
- 15 A copy of the September 14, 2003 email was submitted with the Renewed  
Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.  
Explanations as to the relevance of this email is found in the Renewed Petition  
under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.
21. November 18, 2003 – USPTO mailed Final Rejection of case 10/054,328 to Mr.  
20 Beech.
22. December 16, 2003 – Mr. Beech forwarded Final Office action to Dr. Margaryan and  
Dr. Lindsey (both in California).
- 25 A copy of the December 16, 2003 letter from Mr. Beech was submitted with the  
Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23,  
2007.

It should be noted that all information were mailed to the incorrect address of Dr. Lindsey and Dr. Margaryan residences (both in California), rather than the official executive address of the company in Florida, as per the legally binding, contractual requirements of the Employment Agreement. The Employment Agreement was executed on August 15, 2003, which is two months prior to the date of the Final Office action on November 2003 and almost a year before the case went abandoned on July 2004. All correspondence for company related matter should have been directed to the official executive address of Nano Teknologies, LLC in Florida.

In addition, despite numerous requests from Mr. Illare, and the legally binding, contractual obligations of Dr. Lindsey under the Employment Agreement, Dr. Lindsey did not provide any information regarding the status of the patent application 10/054,328, the employment status of Dr. Margaryan, or Patent Attorney Mr. Beech to Mr. Illare. Further, Dr. Lindsey never informed Mr. Beech regarding the official executive address of the company in Florida nor about the employment status of Dr. Margaryan.

It should further be noted that Dr. Margaryan was fired on April 28, 2002 (more than a year prior to this correspondence from Mr. Beech) and was no longer an employee. Accordingly, Dr. Margaryan should not have received any further information about the case, and had no obligation to act in response to the information received. He did not work at Nano Teknologies, LLC.

23. January 29, 2004 – Mr. Beech forwards a reminder regarding Final Office action to Dr. Lindsey and Dr. Margaryan (both in California), but not to the official executive address of Nano Teknologies, LLC in Florida.

A copy of the January 29, 2003 letter from Mr. Beech was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.

- 5     24. March 30, 2004 – Mr. Beech forwards final reminder (third) regarding the Final Office action, but not to the official executive address of Nano Teknologies, LLC in Florida.

10     A copy of the March 30, 2003 letter from Mr. Beech was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.

15     Please note that unbeknownst to Mr. Beech, he forwarded a copy of this particular letter to a wrong company, wrong address, and directed it to a former employee who was fired on 14 Sep 2003 (one year ago). This former employee was not Dr. Maragaryan, but another former employee. A copy of the September 14, 2003 email was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007, which indicates the firing of this individual. The former employee should have never received this letter, and we do not  
20     believe he did because of the incorrect company name and address to which a copy of this letter was forwarded.

25     This letter of Mr. Beech was forwarded to a wrong company with similar sounding name. The letter was forwarded to Nano **Technologies**, LLC, rather than Nano **Teknologies**, LLC.

This letter of Mr. Beech was forwarded to a wrong company address. Apparently, Mr. Beech pulled the address from the USPTO assignment records of Nano Teknologies, LLC. As stated above, that address in the USPTO assignment

records is incorrect. The letter was forwarded to the incorrect address at 1070 E. Indian Town Road, Jupiter, FL, 33477, with no suite number. As indicated above, the company (and not executive) address for Nano Teknologies, LLC is 1070 E. Indiantown Road, Suite 400, Jupiter, FL, 33477.

5

Regardless, even if the letter was mailed correctly, which was NOT, the correspondence should have been forwarded to the official executive address of Nano Teknologies, LLC, directed to Jack J. Illare, III, at 4880 13<sup>th</sup> Place, Vero Beach, FL 32966.

10

Please see the EMPLOYMENT AGREEMENT that was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007, including the Renewed Petition itself regarding the important relevance of the EMPLOYMENT AGREEMENT to this petition. The EMPLOYMENT AGREEMENT contains all correct addresses, including the official executive address of Nano Teknologies, LLC.

15

20

As stated before, Mr. Beech used every information he had available to inform everyone regarding the status of the application 10/054,328. Regrettably, and through no fault of Mr. Beech, Dr. Lindsey provided him with the wrong information, and therefore, Mr. Illare never received this letter from Mr. Beech.

25. May 18, 2004 – Application 10/054,328 is abandoned

25 26. May 23, 2004 - Dr. Lindsey forwards e-mail asking Mr. Illare to permit him to sell the company patents.

A copy of the May 23, 2004 email from Dr. Lindsey was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23,

2007. Explanations as to the relevance of this email is found in the Renewed  
Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.

27. June 2004 – Dr. Lindsey was in a “transition” according to email of May 23, 2004.

5 During this “transition,” Dr. Lindsey would begin to leave the country frequently  
without informing others about his whereabouts.

A copy of the May 23, 2004 email from Dr. Lindsey was submitted with the  
Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23,  
10 2007. Explanations as to the relevance of this email is found in the Renewed  
Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.

28. July 1, 2004 – USPTO mailed the Notice of Abandonment for case 10/054,328

15 29. July 8, 2004 – Mr. Beech forwards a letter, enclosing the Notice of Abandonment to  
Dr. Lindsey in California, but not to the official executive address of Nano  
Teknologies, LLC in Florida.

A copy of the July 8, 2004 letter from Mr. Beech was submitted with the  
20 Renewed Petition under 37 CFR 1.137(b) filed with the USPTO on July 23, 2007.

30. August 2004 - Dr. Lindsey was found in New Jersey and met with Mr. Illare and a  
colleague, wherein Dr. Lindsey confessed that he spent \$400,000 of Mr. Illare's  
funding of Nano Teknologies, LLC on another investment.

25 The Cash Disbursements Report of Nano Teknologies, LLC, supports this. Please  
see all entries of the Cash Disbursements Report referenced as “Extreme,” which  
was Dr. Lindsey's own company. Further, this clearly supports the reason why



Dr. Lindsey was always hiding corporate documents and information from Mr. Illare.

31. February 2005 –Dr. Lindsey died of a heart attack while in Philippines.

32. Late (2005) – After many months of searching for Dr. Lindsey, Mr. Illare finds out that Dr. Lindsey died in Philippines. Most of Nano Teknologies, LLC records were never provided to Mr. Illare and were lost with the disappearance, and eventually passing of Dr. Lindsey.

#### **RESPONSE TO DISMISSAL OF THE PETITION**

On page 2, paragraph 2, of the Dismissal of 6 JUNE 2008, the petition Examiner stated the Renewed Petition

“...appear to contradict the signed statement made by Illare which was included with the initial petition under 37 CFR §1.137(b) filed June 6, 2006. On page one of Illare’s SUPPLEMENTAL STATEMENT ESTABLISHING UNINTENTIONAL DELAY, Illare states ‘I was a passive investor...’ Page 2, lines 1-3 Illare states ‘Dr. Lindsey’s responsibilities included the management of the company’s day-to-day activities and the protection and maintenance of the company’s assets including company intellectual property.’”

As is clear from the above chronological time-line, there is no contradiction between Mr. Illare’s originally filed SUPPLEMENTAL STATEMENT ESTABLISHING UNINTENTIONAL DELAY (filed 6 JUN 2006) and his Renewed Petition statement (filed 23 JUL 2007). Mr. Illare was a passive investor up until August 15, 2003, which was about a year before the application was abandoned on July 1, 2004.

On page 2, paragraph 2, the petition Examiner further stated:

“Illare’s employment contract may have indicated he was responsible for patent related matters but it is clear from his statement that he was allowing Dr. Lindsey to do the actual patent related activities”

5

The Petition Examiner is partially correct. It is respectfully submitted that Mr. Illare’s Employment Agreement was not a mere formality of some vague statements between two friendly individuals just to make their business relationship look “formal.” After all, the take over of Nano Teknologies, LLC by Mr. Illare as a result of the Employment Agreement between Mr. Illare and Dr. Lindsey came about because Mr. Illare found that \$400,000.00 of his \$1,000,000.00 investment was missing. As indicated in both the Supplemental Statement filed June 6, 2006 and the Renewed Petition filed July 23, 2007, Mr. Illare took over the company (Nano Teknologies, LLC) because of lack of trust and loss of \$400,000.00 in investments. Dr. Lindsey took the \$400,000.00 to fund his company. The Cash Disbursement Report clearly shows how Dr. Lindsey misappropriated (to say the least) the Nano Teknologies, LLC funds. Most of the funding was spent on Extreme Technology, Inc., which was a company owned by Dr. Lindsey. Please see every entry in the Cash Disbursement Report with the name “Extreme.” In fact, according to the Cash Disbursement Report, the disbursements from Nano Teknologies, LLC to “Extreme” started on 30 March 2001, which is only a day after Mr. Illare (“Red Angel”) deposited \$800,000.00 of \$1,000,000.00 into Nano Teknologies, LLC.

Regardless, it is respectfully submitted that the Petitioner believes that he has very strongly proven the case with concrete evidence that Dr. Lindsey had at the very least misappropriated the Nano Teknologies, LLC funding and at the very least had an inappropriate accounting practice. These discoveries lead to mistrust between Mr. Illare and Dr. Lindsey, and the eventual takeover of the Nano Teknologies, LLC by Mr. Illare.

As stated earlier, it was the misappropriation of funds that caused Mr. Illare to takeover Nano Teknologies, LLC, including its management of patent related matters. As evidenced from this very petition and the costs involved with it, Mr. Illare was more than willing to move forward with additional funding with respect to the patent application 10/054,328, but Dr. Lindsey never gave Mr. Illare any information about the case 10/054,328.

As correctly acknowledged by the Petition Examiner, the Renewed Petition did fairly well establish that Dr. Lindsey was hiding the fact that he was actually not responding to any inquires from the patent attorney, Mr. Beech, and hence, the reason for the abandonment of the patent application. Mr. Illare did indeed perform all his duties as the Chairman of the Board and Managing Director of Nano Teknologies, LLC in making numerous requests from Dr. Lindsey regarding the patent application 10/054,328. However, no information was provided to Mr. Illare.

Mr. Illare executed his legally binding, contractual agreements as Chairman of the Board and Managing Director to fully continue with prosecuting the patent application 10/054,328 and not abandon it. Accordingly, as the Employment Agreement indicated, Mr. Illare was responsible for patent related matters, and he fully exercised those rights and responsibilities. The Petitioner respectfully submitted the copy of the Employment Agreement as evidence that Mr. Illare did not permit a third party to control the prosecution of the application (at least after 15 Aug 2003, a year prior to the Abandonment of the case on July 2004), and had the full intention to continue prosecuting the above captioned case.

Further, Mr. Illare was under the impression that at the very least, despite any financial disputes between him and Dr. Lindsey, all patent matters (including patent application 10/054,328) were continuing to be appropriately prosecuted before the USPTO, and were not in jeopardy. There was no reason for Mr. Illare to think otherwise

because after all, Dr. Lindsey did successfully help obtain U.S. Patent 6,495,481 for Nano Teknologies, LLC. Of course, unbeknownst to Mr. Illare, by November 18, 2003, the USPTO mailed the Final Rejection of case 10/054,328 to Mr. Beech, and on December 16, 2003, Mr. Beech forwarded the Final Office action to Dr. Margaryan (fired  
5 on April 2002) and Dr. Lindsey (both in California), but not to Mr. Illare at the official executive address of Nano Teknologies, LLC in Florida. All information related to this case were mailed to the incorrect address of Dr. Lindsey and Dr. Margaryan residences (in California), rather than the official executive address in Florida, as per the Employment Agreement, which was executed on August 15, 2003, two month prior to  
10 the date of the final Office action of November 2003 and almost a year before the case went abandoned in July 2004.

Again, despite numerous requests from Mr. Illare, and the legally binding, contractual obligations of Dr. Lindsey under the Employment Agreement of Nano  
15 Teknologies, LLC, Dr. Lindsey (in California) did not provide any information regarding the status of the patent application 10/054,328, the employment status of Dr. Margaryan, or Patent Attorney Mr. Beech to Mr. Illare (in Florida).

Mr. Illare strongly believes that Dr. Lindsey held back information on all patent  
20 matters, and hid corporate documents to "buy more time," which would enable Dr. Lindsey to replace the misappropriated funds and hide all wrong doings.

A sample of a type of information provided by Dr. Lindsey with respect to all pending patent applications to Mr. Illare can be found in the email of May 23, 2004 from  
25 Dr. Lindsey to Mr. Illare. This email was submitted with the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007. Explanations as to the relevance of this email is found in the Renewed Petition under 37 CFR §1.137(b) filed with the USPTO on July 23, 2007.

As an example, the case 10/054,328 had already been Finally Rejected on November 18, 2003 (when Dr. Lindsey composed the email on May 23, 2004), and the shortened statutory period for the reply to the final Office action had already ended on February 18, 2004, with no reply or extensions of time filed. Further, Dr. Lindsey was no longer in contact with Mr. Beech, despite Mr. Beech's best efforts to contact Dr. Lindsey and continue with the prosecution of this case. As stated by Dr. Lindsey in that email on May 23, 2004 from Dr. Lindsey to Mr. Illare:

"I will continue on with getting the patents issued then marketing them as I discussed last March with you."

As is clear, Dr. Lindsey as the liaison between Mr. Illare and Mr. Beech blatantly lied. According to the correspondence from Mr. Beech at the time Dr. Lindsey composed this email, Dr. Lindsey was fully aware of the status of the patent application, but never inform Mr. Illare about it. According to the correspondences between Mr. Beech and Dr. Lindsey (previously submitted to the USPTO with the Renewed Petition on 23 JULY 2007), Dr. Lindsey was fully aware of the following documented facts from Mr. Beech, but never informed Mr. Illare (as evident from the above passage from the email):

- U.S. patent application received a final rejection on November 18, 2003.
- Statutory time limit for reply to Final rejection of November 18, 2003 ran out on February 18, 2004.
- Only a month and a half remained under 37 CFR 1.136(a) for extensions of time
- No reply was even prepared for filing
- No payment of USPTO fees were provided to Mr. Beech

All the above had already occurred and Dr. Lindsey was fully aware of all the facts of the case and never informed Mr. Illare about any of the above. Instead, Dr. Lindsey stated, "I will continue on with getting the patents issued then marketing them as

I discussed last March with you.” As was stated in the Renewed Petition filed on 23 JULY 2007, the application 10/054,328 was nowhere near issuance. However, Dr. Lindsey did the opposite, and again falsely assured Mr. Illare that he would “continue on with getting the patents issued.” In fact, without any indication of any grant of a patent  
5 from the U.S. Patent Office, Dr. Lindsey now assured Mr. Illare about “marketing them as I discussed last March with you.”

Clearly, Mr. Illare was not informed and had no idea about the status of the patent application 10/054,328, despite Mr. Illare’s relentless requests about it. The only  
10 information Mr. Illare had from Dr. Lindsey is that he would continue with getting the patents, which was a false assurance that the company’s IP rights were not in jeopardy.

It is clear that Dr. Lindsey abused, lied, and falsely assured the Managing Director of Nano Teknologies., LLC (Mr. Illare) with respect to all patent matters, which in turn,  
15 caused the unavoidable, and indeed, obviously, unintentional abandonment of the application. Accordingly, in view of Dr. Lindsey’s actions, it is respectfully submitted that the abandonment of the application should be viewed as unavoidable, and indeed, obviously, unintentional by the Applicant (Dr. Margaryan) and the then assignee (Nano Teknologies, LLC) with Mr. Illare as the Chairman and Managing Director in charge of  
20 all patent matters. The Petitioner respectfully requests the Petitions Office to juxtapose and carefully review the original petition filed on 06 JUNE 2006, the Renewed Petition filed on 23 JULY 2007, and the present petition with all respective attachments, which will provide a very clear picture of events that lead to the unavoidable, and indeed, unintentional abandonment of the case 10/054,328.

25

The failure of Dr. Lindsey (as the “patent liaison”) to provide information to Mr. Illare so that Mr. Illare can respond appropriately with respect to prosecuting the case is the error that caused the delay at issue. As has been reiterated numerous times in the Supplemental Statement (filed 6 June 2006), the Renewed Petition (filed 23 JULY 2007),

and herein, Mr. Illare (in Florida) requested Dr. Lindsey (in California) for information regarding all patent matters, but Dr. Lindsey never provided that information to Mr. Illare, and maintained all correspondences regarding all patent matter to and from his own personal address in California rather than the official executive address of Nano  
5 Teknologies, LLC, in Florida.

Further, as dictated by the Employment Agreement, there was in place a business routine for performing functions that could reasonably be relied upon to avoid error in its performance (at least as of August 15, 2003, almost a year before the abandonment of the  
10 case on July 2004). If nothing else, if at the very least the correspondences from the USPTO were forwarded to the official executive address of Nano Teknologies, LLC in Florida, then Mr. Illare would have been aware of the status of the case 10/054,328, and could have acted appropriately. However, as has been mentioned before, Dr. Lindsey (in California) never informed Mr. Beech (in California) regarding the official executive  
15 address of Nano Teknologies, LLC (in Florida). Dr. Lindsey treated the Nano Teknologies, LLC patent matters the same as he treated the investments of Nano Teknologies, LLC. That is, just as Dr. Lindsey misappropriated Nano Teknologies, LLC funds for the success of his own company Extreme Technology, Inc. (as if the funds were his), Dr. Lindsey made sure that all patent matters of Nano Teknologies, LLC were  
20 forwarded to him (as if they were his patents), and not to the official executive address of Nano Teknologies, LLC.

As to the experience and expertise of Dr. Lindsey with respect to patent matters, the employee (Dr. Lindsey – according to the Employment Agreement) was sufficiently  
25 trained and experienced with regards to the function and routine for its performance that reliance upon such employee (as mere patent liaison) represented the exercise of due care on the part of Mr. Illare. Mr. Illare used Dr. Lindsey (as mere liaison) for Dr. Lindsey's experience in patent matters. After all, Dr. Lindsey as the patent liaison for Nano Teknologies, LLC did help to obtain the U.S. Patent 6,495,481, which was assigned to

Nano Teknologies, LLC, and now to AFO Research, Inc. Regardless of any financial mistrust between Mr. Illare and Dr. Lindsey, Mr. Illare never thought that Dr. Lindsey would also endanger the company patents. In fact, as stated above and provided in detail in the Renewed Petition filed 23 JULY 2007 with respect to Dr. Lindsey's emails, Dr.  
5 Lindsey always assured Mr. Illare that all patents and pending applications were in great shape.

The Petition Examiner states on final paragraph of page 2 that:

10 "The Petitioner must explain what efforts were made to further reply to the final Office action and further why no reply was filed."

As the above time-line of events and the explanations that followed indicate, and in view of the original petition filed on 6 JUNE 2006 and the renewed petition filed on 23 JULY 2007, every effort was made by Mr. Illare to continue prosecuting the case, at least  
15 as of 15 Aug 2003, which was:

- Two months before the final Office action on November 2003,
- Six months before the case went abandoned on May 2004, and
- Almost a year before the Notice of abandoned was mailed on July 2004.

20

Dr. Lindsey (in California) never provided any information regarding the case 10/054,328 to Mr. Illare (in Florida) so that Mr. Illare could take appropriate steps in relation to the prosecution of the case, including filing of a reply to the final Office action. As previously stated, Mr. Illare believes that Dr. Lindsey was hiding most  
25 pertinent business matters and documents from Mr. Illare to conceal misappropriation of funds. This hiding of information by Dr. Lindsey is well established in the original Petition filed on 6 JUNE 2006, the Renewed Petition filed on 23 JULY 2007, correctly acknowledged by the Petition Examiner in the Dismissal of 06 JUNE 2008 (page 2, final sentence of paragraph 2 of the Dismissal by the Petitions Office), and in this document.



Regrettably, the situation became worse when Dr. Lindsey died on February of 2005, with most of the company information lost.

However, as to the further efforts by Mr. Illare himself to further reply to the  
5 Office action, it was about September 2004 that Mr. Illare established initial contact with  
Dr. Margaryan, who later introduced Mr. Illare to Attorney Dennis Beech. As was stated  
in the original Petition that was submitted to the USPTO Office of Petitions on June 6,  
2006, page 4, lines 23 to 34, patent attorney Beech did not provide information to Mr.  
Illare during this initial set of contacts. As further stated in the original Petition on June  
10 6, 2006, (page 4, lines 23 to 34) it was not until a few months prior to the filing of the  
original Petition on 6 JUNE 2006 that Mr. Illare became aware that the application  
10/054,328 had already been abandoned, with claim 11 of that application allowed. It  
should be noted that Dr. Margaryan and Mr. Ashot Margaryan did not know Mr. Illare  
before September 2004. This was their first meeting, with several others that followed  
15 later. Further, Dr. Lindsey fired Dr. Margaryan and Mr. Ashot Margaryan from the  
company in April 28, 2002, more than two years prior to their meeting with Mr. Illare in  
September 2004. Therefore, both Dr. Margaryan and Mr. Ashot Margaryan were former  
employees who did not know anything about Mr. Illare or his reasons for wanting to meet  
with them. Of course, that lack of knowledge was due to Dr. Lindsey's isolation of all  
20 parties involved from one another.

To continue with response regarding Mr. Illare's efforts to reply to the Office  
action, it was not until late 2005, after Dr. Margaryan and Mr. Ashot Margaryan came to  
know and befriend Mr. Illare that they helped Mr. Illare establish full contact with Mr.  
25 Beech for information about the patent application 10/054,328. The Petitioner hereby  
submits, and expressly incorporates by reference, a copy of an email from Mr. Ashot  
Margaryan to Mr. Illare providing Mr. Illare with full contact information of Dennis  
Beech and, in a reply to Mr. Ashot Margaryan, Mr. Illare informing Mr. Ashot

Margaryan that Dennis Beech is "sending me the folder with all patent info." The email is dated Tuesday, 20 DEC 2005.

5 However, it was not until sometimes in early 2006 that Mr. Illare actually  
received all patent documents from Mr. Beech. The Petitioner hereby submits, and  
expressly incorporates by reference, a copy of an email from Mr. Ashot Margaryan to  
Mr. Illare reminding him to call Mr. Dennis Beach as a follow-up to remind Mr. Beech to  
forward all patent documents that Mr. Beech told Mr. Illare he is "sending ... all patent  
10 info." The email date is Tuesday, January 3, 2006. At the very least, it is clear from the  
date of this email that until January 3, 2006, Mr. Illare still had not received any  
information about the patent application 10/054,328. It was not until sometimes close to  
mid-2006, that Mr. Illare received all patent documents from Mr. Beech, and immediately  
thereafter, around April or May of 2006 Mr. Peter Ganjian commenced work on the  
Petition to revive the case. It took Mr. Ganjian about a month or so to gather all  
15 information and file the petition on 06 JUNE 2006.

The Petition Examiner further stated on page 3, lines 1-2 that:

"The record also suggests that, for whatever reason, the failure to file a  
response to the outstanding Office action was intentional."

20

The Petitioner very respectfully, but strongly disagrees. It has been well  
established by the original Petition on 6 JUNE 2006, the Renewed Petition 23 JULY  
2007, and correctly acknowledged by the Petition Examiner on page 2, last sentence of  
paragraph 2, that Dr. Lindsey hid information regarding the case 10/054,328.  
25 Accordingly, the Petitioner did not know the status of the case to take appropriate actions.  
If the above statement of "*failure to file a response to the outstanding Office action was  
intentional*" is directed to Dr. Lindsey, the record **NEVER** stated the Dr. Lindsey  
intentionally or unintentionally failed to file a response to outstanding Office action.  
Regardless, Dr. Lindsey was an employee (as of 15 AUG 2008) that functioned as a mere

liaison for Mr. Illare, with Mr. Illare making all the decisions, and Mr. Illare always had the intention to follow through with the prosecution of the patent application 10/054,328.


Clearly, neither Mr. Illare nor Mr. Beech nor the Applicant Dr. Margaryan  
5 intended for the patent application to become abandoned and hence, the application was unintentionally abandoned through no fault of any truly responsible party.

Further, clearly, Mr. Illare did everything possible, including after he found the  
inappropriate conduct by Dr. Lindsey, to protect the company intellectual properties by  
10 pressuring Dr. Lindsey to provide information regarding all pending cases (if any), but nothing was provided to Mr. Illare, not even a title of a case, a case number, or anything.

The above time-line and the above-mentioned details that followed above clearly  
show how the delay in discovering the abandoned status of the application occurred. Of  
15 course, immediately after the discovery, the Petition to revive the patent application 10/054,328 was filed with the USPTO on 6 JUNE 2006.

Therefore, the abandonment of the case 10/054,328 was unavoidable (and indeed,  
obviously unintentional). The Petitioner respectfully requests the entry and consideration  
20 of all attached documents, including those expressly incorporated by reference, as a collective statement that the entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition pursuant to 37 C.F.R. §1.137(a) was unavoidable, and respectfully solicits the granting of the petition pursuant to 37  
C.F.R. §1.137(a).

25

  
30 Jack J. Illare, III

10-19-2008  
Date

01/16/03

# Nano Teknologies LLC

## Cash Disbursements Report

### All Transactions

| Type    | Date       | Num  | Name                               | Memo                         |
|---------|------------|------|------------------------------------|------------------------------|
| Deposit |            |      |                                    |                              |
| Deposit | 02/21/2001 |      | Red Angel                          | Deposit                      |
| Deposit | 03/29/2001 |      | Red Angel                          | Deposit                      |
| Check   | 03/30/2001 | Wire | Extreme                            |                              |
| Check   | 03/30/2001 |      | Fidelity F                         | Service Charge               |
| Check   |            |      |                                    |                              |
| Deposit | 03/31/2001 |      | Fidelity Federal                   | Interest                     |
| Check   | 04/08/2001 | 991  | Bellsouth                          |                              |
| Check   | 04/13/2001 | 993  | Boone, Casey, Clikin Trust Account |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   | 04/28/2001 | 1008 | State of Delaware                  | File number 3277352          |
| Deposit | 04/30/2001 |      | Fidelity Federal                   | Interest                     |
| Check   | 05/01/2001 | Wire | Extreme                            |                              |
| Check   | 05/08/2001 | 1011 | Bellsouth                          |                              |
| Check   | 05/31/2001 |      | Fidelity Federal                   | Service Charge               |
| Deposit | 05/31/2001 |      | Fidelity Federal                   | Interest                     |
| Check   | 05/31/2001 | 1012 | Bellsouth                          |                              |
| Deposit | 05/31/2001 |      | Red Angel                          | Deposit                      |
| Check   | 06/02/2001 | 2    | Extreme                            |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   | 06/25/2001 | Wire | Extreme                            |                              |
| Check   |            |      |                                    |                              |
| Deposit | 06/30/2001 |      | Fidelity Federal                   | Interest                     |
| Check   | 06/30/2001 |      | Fidelity Federal                   | Service Charge               |
| Check   | 06/30/2001 | 1019 | Delaware Intercomp                 | Invoice 14787                |
| Check   |            |      |                                    |                              |
| Check   | 07/05/2001 |      | Fidelity Federal                   | Service Charge               |
| Check   |            |      |                                    |                              |
| Check   | 07/10/2001 | 1018 | Bellsouth                          |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   |            |      |                                    |                              |
| Check   | 07/23/2001 | Wire | Extreme                            |                              |
| Check   | 07/23/2001 | Wire | Extreme                            |                              |
| Deposit | 07/31/2001 |      | Fidelity Federal                   | Interest                     |
| Check   | 07/31/2001 |      | Fidelity Federal                   | Service Charge               |
| Check   |            |      |                                    |                              |
| Check   | 08/15/2001 | 1026 | Premier Lab Supply                 | 50% Deposit on Lab Equipment |
| Check   | 08/20/2001 | 1027 | Bellsouth                          |                              |
| Check   | 08/20/2001 | 1028 | Tax Collector, Beach County        |                              |
| Check   | 08/20/2001 | 1029 | Town of Juno Beach                 |                              |
| Deposit | 08/31/2001 |      | Fidelity Federal                   | Interest                     |
| Check   | 09/10/2001 | 1030 | Bellsouth                          |                              |
| Check   |            |      |                                    |                              |

01/16/03

# Nano Teknologies LLC

## Cash Disbursements Report

### All Transactions

| Type            | Date       | Num  | Name                    | Memo                         |
|-----------------|------------|------|-------------------------|------------------------------|
| Bill Pmt -Check | 09/17/2001 | 1032 | Premier Lab Supply      |                              |
| Check           | 10/15/2001 | 1036 | Bellsouth               |                              |
| Deposit         | 11/09/2001 |      | Fidelity Federal        | Interest                     |
| Check           | 11/15/2001 | 1037 | Bellsouth               |                              |
| Check           | 11/15/2001 | 1038 | Premier Lab Supply      | 50% Deposit on Lab Equipment |
| Check           |            |      |                         |                              |
| Bill Pmt -Check | 12/10/2001 | atm  | Extreme                 |                              |
| Check           | 12/31/2001 |      | Fidelity Federal        | Service Charge               |
| Deposit         | 12/31/2001 |      | Fidelity Federal        | Interest                     |
| Check           | 12/31/2001 | Wire | Extreme                 |                              |
| Check           | 01/29/2002 | AFT  | Extreme                 |                              |
| Check           | 01/29/2002 | at   | Extreme                 |                              |
| Deposit         | 01/31/2002 |      | Fidelity Federal        | Interest                     |
| Check           | 02/10/2002 |      | Fidelity Federal        | Service Charge               |
| Check           |            |      |                         |                              |
| Check           | 02/13/2002 | 1041 | Bellsouth               | Final                        |
| Check           |            |      |                         |                              |
| Check           |            |      |                         |                              |
| Check           | 03/08/2002 | AFT  | Extreme                 |                              |
| Check           |            |      |                         |                              |
| Check           | 03/10/2002 |      | Fidelity Federal        | Service Charge               |
| Check           | 04/09/2002 | 1046 | Sheraton Station Square |                              |
| Check           | 04/10/2002 |      | Fidelity Federal        | Service Charge               |
| Check           | 05/10/2002 |      | Fidelity Federal        | Service Charge               |
| Deposit         |            |      |                         |                              |
| Check           | 05/24/2002 | Wire | Extreme                 |                              |
| Check           |            |      |                         |                              |
| Deposit         |            |      |                         |                              |
| Check           |            |      |                         |                              |
| Check           | 08/21/2002 | 1049 | Jack Hlare              |                              |
| Check           | 08/21/2002 | 1050 | Delaware InterCorp      | Invoice 21071                |
| Check           | 09/08/2002 | 1051 | Dennis Beech            |                              |

Total

01/16/03

# Nano Teknologies LLC

## Cash Disbursements Report

### All Transactions

| Account                       | Split                                      | Amount      | Balance    |
|-------------------------------|--|-------------|------------|
| Fidelity Federal              | <del>Member 2</del>                        |             |            |
| Fidelity Federal              | Member 2                                   | 500,000.00  | 500,200.00 |
| Fidelity Federal              | Member 2                                   | 300,000.00  | 800,200.00 |
| Fidelity Federal              | Experimental Glass                         | -57,500.00  | 742,700.00 |
| Fidelity Federal              | Bank Service Charges                       | -30.00      | 742,670.00 |
| Fidelity Federal Money Market | -SPLIT-                                    | -2,016.50   | 740,653.50 |
| Fidelity Federal Money Market | Interest Income                            | 2,714.48    | 743,367.98 |
| Fidelity Federal              | Telephone                                  | -231.66     | 743,136.32 |
| Fidelity Federal              | Legal Fees                                 | -500.00     | 742,636.32 |
| Fidelity Federal              | -SPLIT-                                    | -821.50     | 741,814.82 |
| Fidelity Federal              | Guaranteed Payments to Partners            | -6,000.00   | 735,814.82 |
| Fidelity Federal              | -SPLIT-                                    | -695.54     | 735,119.28 |
| Fidelity Federal              | <del>State</del>                           |             |            |
| Fidelity Federal              | State                                      | -100.00     | 734,197.78 |
| Fidelity Federal Money Market | Interest Income                            | 2,331.44    | 736,529.22 |
| Fidelity Federal              | Experimental Glass                         | -105,000.00 | 631,529.22 |
| Fidelity Federal              | Telephone                                  | -107.47     | 631,421.75 |
| Fidelity Federal              | Bank Service Charges                       | -15.00      | 631,406.75 |
| Fidelity Federal Money Market | Interest Income                            | 2,211.51    | 633,618.26 |
| Fidelity Federal              | Telephone                                  | -107.44     | 633,510.82 |
| Fidelity Federal              | Member 2                                   | 200,000.00  | 833,510.82 |
| Fidelity Federal Money Market | Experimental Glass                         | -105,000.00 | 728,510.82 |
| Fidelity Federal              | <del>Guaranteed Payments to Partners</del> |             |            |
| Fidelity Federal              | Guaranteed Payments to Partners            | -320.00     | 727,369.32 |
| Fidelity Federal              | <del>Experimental Glass</del>              |             |            |
| Fidelity Federal              | Experimental Glass                         | -145,000.00 | 557,369.32 |
| Fidelity Federal              | -SPLIT-                                    | -759.09     | 556,610.23 |
| Fidelity Federal Money Market | Interest Income                            | 1,678.02    | 558,288.25 |
| Fidelity Federal              | Bank Service Charges                       | -30.00      | 558,258.25 |
| Fidelity Federal              | Legal Fees                                 | -99.00      | 558,159.25 |
| Fidelity Federal              | <del>Bank Service Charges</del>            |             |            |
| Fidelity Federal Money Market | Bank Service Charges                       | -30.00      | 557,307.75 |
| Fidelity Federal              | <del>Telephone</del>                       |             |            |
| Fidelity Federal              | Telephone                                  | -107.44     | 557,014.06 |
| Fidelity Federal              | -SPLIT-                                    | -471.00     | 556,543.06 |
| Fidelity Federal              | -SPLIT-                                    | -508.79     | 556,034.27 |
| Fidelity Federal              | <del>Experimental Glass</del>              |             |            |
| Fidelity Federal              | Experimental Glass                         | -70,000.00  | 452,034.27 |
| Fidelity Federal              | Experimental Glass                         | -50,000.00  | 402,034.27 |
| Fidelity Federal Money Market | Interest Income                            | 1,506.85    | 403,541.12 |
| Fidelity Federal              | Bank Service Charges                       | -30.00      | 403,511.12 |
| Fidelity Federal              | <del>Furniture &amp; equipment</del>       |             |            |
| Fidelity Federal              | Furniture & equipment                      | -5,297.50   | 392,966.62 |
| Fidelity Federal              | Telephone                                  | -105.01     | 392,861.61 |
| Fidelity Federal              | Local                                      | -31.50      | 392,830.11 |
| Fidelity Federal              | Local                                      | -40.95      | 392,789.16 |
| Fidelity Federal Money Market | Interest Income                            | 2,157.59    | 394,946.75 |
| Fidelity Federal              | Telephone                                  | -104.76     | 394,841.99 |
| Fidelity Federal              | <del>Telephone</del>                       |             |            |

# Nano Technologies LLC

## Cash Disbursements Report

### All Transactions

| Account                       | Split                 | Amount      | Balance    |
|-------------------------------|-----------------------|-------------|------------|
| Fidelity Federal              | Accounts Payable      | -5,613.05   | 387,123.44 |
| Fidelity Federal              | Telephone             | -104.76     | 387,018.68 |
| Fidelity Federal Money Market | Interest Income       | 1,020.94    | 388,039.62 |
| Fidelity Federal              | Telephone             | -104.76     | 387,934.86 |
| Fidelity Federal              | Furniture & equipment | -5,094.35   | 382,840.51 |
| Fidelity Federal              |                       |             |            |
| Fidelity Federal              | Accounts Payable      | -125,000.00 | 248,032.18 |
| Fidelity Federal              | Bank Service Charges  | -30.00      | 248,002.18 |
| Fidelity Federal Money Market | Interest Income       | 773.22      | 248,775.40 |
| Fidelity Federal              | Experimental Glass    | -110,000.00 | 138,775.40 |
| Fidelity Federal              | Experimental Glass    | -75,000.00  | 63,775.40  |
| Fidelity Federal              | Experimental Glass    | -35,000.00  | 28,775.40  |
| Fidelity Federal Money Market | Interest Income       | 194.95      | 28,970.35  |
| Fidelity Federal              | Bank Service Charges  | -80.00      | 28,910.35  |
| Fidelity Federal              |                       |             |            |
| Fidelity Federal              | Telephone             | -213.59     | 27,858.26  |
| Fidelity Federal              | -SPLIT-               | -1,609.61   | 26,248.65  |
| Fidelity Federal              | Experimental Glass    | -3,004.12   | 23,244.53  |
| Fidelity Federal              | Experimental Glass    | -20,000.00  | 3,244.53   |
| Fidelity Federal              |                       |             |            |
| Fidelity Federal              | Bank Service Charges  | -15.00      | 2,369.15   |
| Fidelity Federal              | -SPLIT-               | -430.69     | 1,938.46   |
| Fidelity Federal              | Bank Service Charges  | -7.60       | 1,930.86   |
| Fidelity Federal              | Bank Service Charges  | -7.40       | 1,923.46   |
| Fidelity Federal              | Sales                 | 82,000.00   | 83,923.46  |
| Fidelity Federal              | Experimental Glass    | -75,000.00  | 8,923.46   |
| Fidelity Federal              | Experimental Glass    | -3,600.00   | 5,323.46   |
| Fidelity Federal              |                       |             |            |
| Fidelity Federal              | Experimental Glass    | -2,235.80   | 3,912.01   |
| Fidelity Federal              | -SPLIT-               | -825.96     | 3,086.05   |
| Fidelity Federal              | Legal Fees            | -99.00      | 2,987.05   |
| Fidelity Federal              | Professional Fees     | -2,330.00   | 657.05     |
| Total                         |                       | 657.05      | 657.05     |

COUNTERPART SIGNATURE PAGE

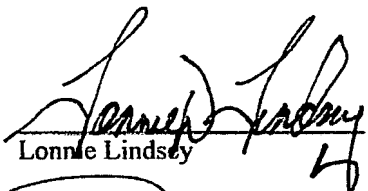
FOR

LIMITED LIABILITY COMPANY OPERATING AGREEMENT


OF

NANO TEKNOLOGIES LLC

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.



Lonnie Lindsey



Red Angel Partners (Jack Illare)



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Alfred

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